

Serial No. 09/943,658
Docket No. 40655.4400

REMARKS

Applicants reply to the Final Office Action dated February 14, 2006 within two-months. Thus, Applicants request an Advisory Action, if necessary. Claims 18-25 and 35-37 were pending in the application and the Examiner rejects claims 18-25 and 35-37. Support for the amendments to the claims and specification may be found in the originally-filed specification, claims, and figures. No new matter has been introduced by these amendments. Reconsideration of this application is respectfully requested.

Rejections Under 35 U.S.C. § 112, ¶ 1

Claims 35-37 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the enablement requirement. Specifically, the Examiner asserts that Applicants' argument stating that the specification supports a signed challenge string and a digital certificate "contradicts the clear teaching of paragraph 54, where Applicants equate the two, or at least requires one be an instance of the other (A signed challenge string (e.g., digital certificate))" (page 4, last paragraph). Applicants respectfully disagree. However to expedite prosecution, Applicants have amended claim 35.

Applicants assert that dependent claims 36 and 37, which depend from independent claim 35, are allowable for at least the same reasons as set forth above regarding independent claim 35, as well as in view of their own respective features.

Rejections Under 35 U.S.C. § 112, ¶ 2

Claims 35-37 also stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which the Applicants regard as the invention. Specifically, the Examiner asserts that Applicants' previously filed arguments stating that the challenge string and digital certificate are distinct data contradicts the teachings of paragraph 54, where, "Applicant equates the two, or at least requires one be an instance of the other" (page 4, item 7). Applicants respectfully disagree. However to expedite prosecution, Applicants have amended claim 35.

Applicants assert that dependent claims 36 and 37, which depend from independent claim 35, are allowable for at least the same reasons as set forth above regarding independent claim 35, as well as in view of their own respective features.

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Rejections Under 35 U.S.C. § 103

Claims 18-20 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Payne et al., U.S. Patent No. 5,715,314 ("Payne") in view of Purpura, U.S. Patent No. 6,421,768 ("Purpura"). Applicants traverse this rejection.

Payne discloses a system for facilitating purchases and payment transactions over a network. The Payne system includes a buyer computer, a merchant computer and a payment computer interconnected over a network. Payne further discloses a buyer selecting a product to purchase, wherein the selected product has a corresponding payment URL. The payment URL further comprises a domain identifier, payment amount, merchant computer identifier, merchant account, various timestamps, buyer network address and a payment URL authenticator. Payne discloses that the payment URL authenticator is a hash being a defined key shared between the merchant and the operator of the payment computer. In other words, the hash itself is irrelevant to the purchase transaction details in that it only serves to authenticate the payment URL in order to ensure that the source of the payment URL is a legitimate merchant.

In the "Response to Argument", the Examiner asserts that Payne discloses a second transaction number that, "is not money, therefore, in order to receive actual funds the merchant, or online analog [sic], initiates a settlement transaction using the transaction number used as a stand in for payment" (page 2, item 2). Applicants respectfully disagree.

Payne is concerned with facilitating a secure purchase transaction wherein a payment computer is tasked with ensuring the buyer is the legitimate holder of an account. This is accomplished through several exchanges of URLs which are authenticated by all three of the disclosed systems (i.e. buyer computer, payment computer, and merchant computer). However, Payne discloses little about the settlement process, so it must be assumed that it is being completed by way of what is known in the art. In fact, the Examiner has admitted that the settlement process described by Payne is, "[a] process that is old and well known to those of ordinary skill in credit card processing" (page 2, item 2).

Specifically, Payne discloses that following receipt of a payment URL, "payment computer then records the product identifier, the domain, the user account, the merchant account, the end of duration time, and the actual payment amount in the settlement database" (column 7, lines 27-30). Therefore, it is apparent that an identifier of a user account must be transmitted across a network from a buyer computer to the payment computer in order for the account to be recorded within the

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settlement database. While Payne discloses that the various URLs may be encrypted; it is well known that an encrypted account number may still be compromised. A user of the Payne system is not protected by a randomly generated account number that is associated with an account, which would only be valid for a single transaction.

The Examiner further asserts that Payne discloses, "a host computer sending a secondary transaction number to a user and the user in turn providing the second number as payment for obtaining goods and services from the merchant" (page 7, last paragraph). The Examiner cites column 7, lines 15-39 of Payne to support his assertion.

Applicants do not see mention of a "secondary transaction number" in the cited text, and therefore request the Examiner to disclose specifically where such language exists. However, if the Examiner is making reference to the merchant account identifier and the user account identifier as being first and second account identifiers, Applicants assert that these reference two very different accounts and there is no relationship between them.

Purpura generally discloses a single sign-on system and method. Specifically, the Purpura system constructs encrypted data structures that are used to enable a user to access independently secured computer systems without requiring the user to re-enter authentication credentials at each. Purpura is not concerned with facilitating secure payment over a network. As such, neither Payne, Purpura, nor any combination thereof, disclose or suggest at least, "generating a secondary transaction account number, wherein said secondary transaction account number is valid for a single purchase transaction and associating said secondary transaction account number with said transaction account of said user," as recited by independent claim 18.

Applicants assert that dependent claims 19 and 20 depend from independent claim 18 and are differentiated from the cited references for at least the same reasons as set forth above, as well as in view of their own respective features.

Claims 21-25 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Payne in view of Purpura, and in further view of Gifford, U.S. Patent No. 5,724,424 ("Gifford"). Applicants traverse this rejection.

Gifford generally discloses an online shopping environment, wherein a customer may request advertisements from a host system, receive product or service information relating to the requested advertisement, and invoke a purchase transaction. Gifford is concerned with securing payment data including external account information. As argued above in reference to Purpura,

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Gifford discloses encryption techniques for securing account information. As such, neither Payne, Purpura, Gifford, nor any combination thereof, disclose or suggest at least "generating a secondary transaction account number, wherein said secondary transaction account number is valid for a single purchase transaction and associating said secondary transaction account number with said transaction account of said user," as similarly recited by independent claim 18 and 23. Moreover, Claims 21 and 22 depend from independent claim 18 and claims 24 and 25 depend from independent claim 23, so claims 21-22 and 24-25 are differentiated from the cited references for at least the reasons described above, as well as in view of their own respective features.

Claims 35-37 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Payne in view of Gifford. Applicants traverse this rejection.

Applicants assert that neither Payne, Gifford, nor any combination thereof, disclose or suggest at least "generating a secondary transaction account number, wherein said secondary transaction account number is valid for a single purchase transaction and associating said secondary transaction account number with said primary transaction account number," as recited by independent claim 35. Moreover, claims 36 and 37 depend from independent claim 35, thus are differentiated from the cited references for at least the reasons described above, as well as in view of their own respective features.

In view of the above remarks and amendments, Applicants respectfully submit that all pending claims properly set forth that which Applicants regard as their invention and are allowable over the cited references. Accordingly, Applicants respectfully request allowance of the pending claims. The Examiner is invited to telephone the undersigned at the Examiner's convenience, if that would help further prosecution of the subject Application. Applicants authorize and respectfully request that any fees due be charged to Deposit Account No. 19-2814.

Respectfully submitted,

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